

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

17 MAR 1967

REQUISITION OR OTHER PURCHASE AUTHORITY

CONTRACT/TASK ORDER NO.

ISSUING OFFICE

NAME

ADDRESS

CONTRACT FOR

Design and fabrication of a prototype Rapid-Access
Enlarging Printer/Viewer.

AMOUNT

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

Defense Order rating D0- **A7**
Certified under DMS regulation No. 1

Certification of small business concern rating
on this day: **U.S. Small Business Administration**
Contract No.

Use of this D.O. is limited to the use of
all subcontracts and purchase orders
over \$500.00.

This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of _____, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

(Sections A & E attached)
The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of **27 February 1967**.

SIGNATURES (Type or print all names under all signatures)

CONTRACTOR

THE UNITED STATES OF AMERICA

BY

TITLE

CONTRACTING OFFICER

WITNESSES (In case of corporation, witnesses not required, but certificate)

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

CONFIDENTIAL

GROUP I

Excluded From Automatic

(When Filled In) Downgrading and Declassification

SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____
_____ of the corporation named as Contractor herein; that
_____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE) (Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington, 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

SECRET

C O N F I D E N T I A L

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SCOPE OF WORK:

The Contractor will design and fabricate a Rapid-Access Enlarging Printer/Viewer in accordance with Sections 2 and 3 of the Contractor's Proposal No. 66-3557-1, dated 8 September 1966, which are incorporated herein by reference and made a part of this contract save for the following amendments:

1. Under Paragraph 2.8 CONTROLS the sentence covering +Y and -Y TRANSPORT switches is deleted and in lieu thereof the contract shall read:

+Y and -Y TRANSPORT switches - move the film transport for centering target area on screen crosshairs. A method of manually operating the film transport in the X direction will be provided.

2. The following items shall be included as an addendum to the Contractor's proposal:

Item 1 Screen Illumination - Variation in illumination level between any two points on the viewing screen will not exceed 20%. (Para. 2.4)

Item 2 Exposure Control - In order to simplify equipment operation and insure generation of quality prints, an automatic exposure control device will be included. This system element will control both printing lamp intensity and lens shutter timing to produce properly exposed prints. The photosensing device will view the completely illuminated positive format and produce electronic signals equivalent to the integrated density characteristics of the image. A manual override capability will be provided to allow operator control of exposure should this be required. (Para. 2.4.2.)

Item 3 Film Chip Accommodation - Provisions will be included in the Film Transport Design for x translation of input film chips. This translation will be initiated manually from the control panel with suitable connections to a rack and pinion assembly mounted orthogonally to the Y translation axis. Separate film masks will be provided for each chip size. (Para. 2.7)

Item 4 Focus Control - The equipment will contain the facility for fine focus of any of the five (5) lenses. Since the lens configuration is mounted on a single vertical shaft,

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vertical translation of the shaft can provide fine focus control for any lens position. During factory test and alignment of this equipment nominal lens position focus will be established for each magnification. (Para. 2.3)

- Item 5 Variable Transport - The film and paper transport utilized in the Anken Processor may be accommodated to accept either 10" wide or 20" wide material. Metering of both materials may be adjusted to avoid excessive waste. Changeover from wide to narrow web material is accomplished by control panel adjustment of metered length and modification of film guides and spool mountings. Suitable masking is provided at the print platen to avoid fogging of unexposed sensitized material. The minimum size of the output format will be 10" x 10".

The input materials will be cassette-spoiled with spacers provided on the mounting spindles for aligning either size format with respect to the Printer platen. The procedure for changing from 20" x 20" to 10" x 10" prints will consist of removing the 20" cassettes, removal of the 20" paper and substituting the 10" spools with the attached spacers, manually sliding the negative film drive roller assembly to the detent position marked 10, threading the new materials, and rotating a hinged light mask into position. The film and paper metering and cut-off system will be automatically adjusted by the position of the negative film drive rollers and a pilot lamp at the operators control panel will indicate the print size.

The use of an input cassette, hinged light mask, and a sliding drive roller system will provide a rapid change-over capability with a down-time requirement of less than five (5) minutes. The cassettes may be dark-room loaded and then loaded in the viewer/printer under normal room light. (Para. 2.9)

- Item 6 Processor Assembly - The diffusion transfer reversal processing assembly may be removed for cleaning. Under normal operating conditions this assembly should be cleaned periodically every two weeks. The processor plumbing will include a filter assembly which must also be replaced periodically. The processor pinch roller assembly will contain scrapping knives to prevent chemical buildup on the roller portion. (Para. 2.9)

- Item 7 Operating Life of Chemistry - Under continuous use at 100 prints per day the processing chemicals must be

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replaced daily, however, if the printing rate is not achieved on a daily basis, then the chemicals may be utilized up to approximately one week or until the 100 print level is reached. Extension of the operating life of the chemistry may be accomplished by returning the solution from the processing tray to the container when not in constant use and maintenance of the ambient room environment (below 80° F).

PERIOD OF PERFORMANCE:

The period of performance for all work under this contract shall be 27 February 1967 to 27 September 1967.

DELIVERABLE ITEMS:

1. One (1) Rapid-Access Enlarging Printer/Viewer.
2. Operation and Maintenance Manual. (Five (5) copies)
3. Reports required by the attached Specification No. DB-1001, dated 31 August 1966, which is incorporated in and made a part of this contract.

DELIVERY:

1. Two (2) copies of all reports required under this contract shall be forwarded directly to the Contracting Officer.
2. Three (3) copies of all reports required under this contract shall be forwarded to the Technical Representative of the Contracting Officer at the following address:

Post Office Box 8031
Southwest Station
Washington, D. C. 20024

3. In the event any item under this contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt, in duplicate, must be obtained from said representative and one copy attached to any invoice submitted for reimbursement for such item(s). Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery.

NAME OF CONTRACTOR

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CONSIGNEE ADDRESS:CHANGE OF SCOPE:

Whenever a redirection of effort is required not within the scope originally contemplated, the Contractor may appeal to the Contracting Officer for a written order to perform and a statement that an equitable adjustment in price will be made. Failure to appeal to the Contracting Officer before embarking upon the changed work will not afford protection of the right to additional compensation for such work.

2. The contract target fee shall be subject to the application of a cost incentive on a 90-10 share line on all costs under or over the target cost for this contract.

3. The contract fee shall be determined in accordance with the attached "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT" clause, which is incorporated in and made a part of this contract.

4. In no event shall the fee for this contract be greater than ten (10) percent nor less than six (6) percent of the target cost.

USE OF FACILITIES:

a. The Contractor is authorized in the performance of this contract to use on a no-charge-for-use basis equipment presently existing under a Department of the Air Force Contract [] subject to the terms and conditions of the said contract.

b. The Contractor warrants that there is not included in the Contract Price set forth above any factor for the rental of such facilities and equipment or for the depreciation or amortization of such

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facilities and equipment.

c. If the said facilities and equipment are withdrawn from the Contractor by the Government or if permission to use on a no-charge basis is withdrawn from the Contractor at any time prior to completion of the work required for this contract the price and delivery schedule as set forth herein shall be equitable adjusted and shall be evidenced by a supplemental agreement hereto. Failure to agree upon such equitable adjustment in price and delivery shall constitute a dispute covering a question of fact within the meaning of the Clause of the contract entitled "Dispute."

d. The Contracting Officer does hereby determine that the use of Government-owned facilities and equipment on a no-charge-for-use basis as authorized herein meets the requirements of Paragraph 13-402 of the Armed Services Procurement Regulations.

SECURITY:

The equipment to be delivered hereunder is UNCLASSIFIED.

The association of the sponsor with the reports being procured hereunder is classified CONFIDENTIAL. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information. Correspondence originated by the Contractor and/or data to be submitted hereunder, the contents of which contain classified information, or refer to the name and/or address of the Contracting Officer shall be stamped by you with the classification of CONFIDENTIAL.

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